



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 29, 2007

IN REPLY PLEASE  
REFER TO FILE: PD-5

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**MOUNTAINS EDUCATION PROGRAM  
MOUNTAINS RECREATION AND CONSERVANCY AUTHORITY  
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM  
FISCAL YEAR 2007-08  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the Mountains Education Program to transport residents of unincorporated County areas to recreational facilities in the Puente Hills, Rim of the Valley Trail Corridor, Santa Monica Mountains, and mountain recreation/open space areas as part of the County's Fiscal Year 2007-08 Proposition A Local Return Transit Program. The estimated cost of the Program is \$16,300.
2. Authorize the Director of Public Works, or his designee, to negotiate and execute a Cooperative Financial Agreement, similar to the enclosed draft Agreement, with the Mountains Recreation and Conservancy Authority (MRCA) for this service, which covers a one-year period commencing on July 1, 2007.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Since 1988, your Board has approved the use of Proposition A Local Return Transit funds to support the Mountains Education Program. These funds are used to provide community center groups, senior citizen groups, persons with disabilities, camps,

schools, and family and church groups from unincorporated areas of the County with transportation to local parks, beaches, and mountain recreational/open space areas including the Puente Hills, Rim of the Valley Trail Corridor, Santa Monica Mountains, and mountain recreational/open space areas.

The majority of the participants are low income, disadvantaged, or have limited access to natural parklands. This program continues to be an effective means for transporting groups of unincorporated County residents who would not otherwise have access to the above-mentioned areas. Because of the benefit to residents of the unincorporated County areas, we recommend continuation of the program for Fiscal Year 2007-08.

#### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence as it provides services to the public in a responsive manner. This program will provide an opportunity for patrons who have no other means of transportation to visit the Puente Hills, Rim of the Valley Trail Corridor, Santa Monica Mountains, and mountain recreational/open space areas.

#### **FISCAL IMPACT/FINANCING**

There will be no impact on net County costs. The estimated cost to provide this service for Fiscal Year 2007-08 is \$16,300. The cost will be allocated to each Supervisorial District (District) based on actual trips from each District. The following estimated shares were determined based on the anticipated usage of this service by the residents of each District.

Supervisorial District 1	\$ 3,150
Supervisorial District 2	\$ 6,000
Supervisorial District 3	\$ 1,500
Supervisorial District 4	\$ 2,500
Supervisorial District 5	<u>\$ 3,150</u>
	\$16,300

The necessary funds are available in each District's Proposition A Local Return Transit Program, included in the proposed Fiscal Year 2007-08 Transit Enterprise Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The final Cooperative Financial Agreement will contain applicable terms and conditions supporting the following Board sponsored policies: Insurance, Compliance with Applicable Laws, Termination for Improper Consideration, Warranty Against Contingency Fees, and Independent Contractor Status. Because this Cooperative Financial Agreement is to help finance the MRCA's program, which is not a County service, Board sponsored policies such as the Jury Service Program and Baby Safe Surrender Program will not be included.

The Cooperative Financial Agreement will be approved as to form by County Counsel prior to execution by the Director of Public Works or his designee.

### **ENVIRONMENTAL DOCUMENTATION**

On June 4, 2002, Synopsis No. 59, your Board found this service to be statutorily exempt from the California Environment Quality Act pursuant to Public Resources Code, Section 21080 (b) (10).

### **CONTRACTING PROCESS**

The MRCA contracts with private transit service providers for service through a competitive process. The County's share of the cost of the service will be based on the actual cost of service provided to residents from unincorporated County areas.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

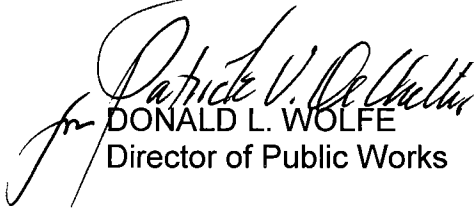
This Agreement will not result in the displacement of any County employees, as this service is presently contracted with the private sector through the MRCA.

The Honorable Board of Supervisors  
May 29, 2007  
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**CONCLUSION**

Upon approval, please return two adopted copies of this letter to Public Works.

Respectfully submitted,

  
DONALD L. WOLFE  
Director of Public Works

YG:dv

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Enc.

cc: Chief Administrative Office  
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY (hereinafter referred to as MRCA), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, MRCA proposes to provide transportation, utilizing various transit service providers, as an alternative to individual transportation and for persons with no other means of transportation, to local parks, beaches, and mountain recreational/open space areas including Puente Hills, Rim of the Valley Trail Corridor, and Santa Monica Mountains; and

WHEREAS, MRCA has requested financial assistance to defray a portion of the cost of vehicles chartered by MRCA used in transporting residents of unincorporated COUNTY areas to local parks, beaches, and mountain recreational/open space areas (hereinafter referred to as SERVICE); and

WHEREAS, COUNTY is willing to finance the Proposition A Local Return funds eligible portion of the actual cost of SERVICE using COUNTY'S Proposition A Local Return Transit funds subject to the provisions herein contained.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by MRCA and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- A. To pay MRCA, upon demand, sufficient COUNTY Proposition A Local Return Transit funds to cover the cost of SERVICE provided in an amount not to exceed Three Thousand One Hundred Fifty and 00/100 Dollars (\$3,150.00) in the First Supervisorial District, Six Thousand and 00/100 Dollars (\$6,000.00) in the Second Supervisorial District, One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) in the Third Supervisorial District, Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) in the Fourth Supervisorial District, and Three Thousand One Hundred Fifty and 00/100 Dollars (\$3,150.00) in the Fifth Supervisorial District. The COUNTY'S total maximum obligation under this AGREEMENT is Sixteen Thousand Three Hundred and 00/100 Dollars (\$16,300.00). Said demand shall consist of invoices prepared by MRCA.

- B. COUNTY shall review invoice documentation to ensure that trips originate within unincorporated COUNTY areas or that a minimum of sixty percent (60%) of the riders are residents of an unincorporated COUNTY area. COUNTY shall only contribute funds toward trips that meet this requirement and the Proposition A and Proposition C Local Return Guidelines as specified in the attached Appendix A.

(2) MRCA AGREES:

- A. To provide SERVICE comprised of the following items:
1. All trips that MRCA provides and seeks payment by COUNTY shall either originate from within the boundaries of unincorporated COUNTY areas or have sixty percent (60%) of its riders from unincorporated COUNTY areas as stated in Section (2) A. 2. below. Destinations shall be within the area of Los Angeles, Orange, and Ventura Counties, and portions of Kern, Riverside, and San Bernardino Counties shown in the attached Appendix B.
  2. If an organization or school that requests a trip is located in an incorporated city within the boundaries of COUNTY, the trip can only become eligible if MRCA attaches the names and resident addresses of all participants to invoices submitted to COUNTY for payment to ensure that a minimum of sixty percent (60%) of the riders are residents of an unincorporated area of COUNTY.
  3. MRCA shall ensure that chartered buses by various transit service vendors shall have properly certified School Pupil Activity Buses (SPAB) and SPAB certified drivers for all trips that have the pickup(s) and/or destination(s) at a school address, regardless of whether the trip is labeled or identified as a school activity, function, or school-sponsored trip.
  4. MRCA shall also ensure that chartered buses by various transit service vendors have the necessary permits, certificates, insurance, and licenses required by State and Federal laws to provide public transportation.
  5. MRCA shall lease or charter appropriate buses to provide SERVICE in accordance with the Los Angeles County Metropolitan Transportation Authority's Fiscal Year 2006-07 Proposition A and Proposition C Local Return Guidelines as specified in the attached Appendix A.

- B. Upon completion of SERVICE, to invoice COUNTY for the cost of SERVICE. Operational records submitted by MRCA to COUNTY shall specify the actual transportation costs allocated to each Supervisorial District based upon ridership and patron residency.
- C. To use COUNTY'S contributions of up to Sixteen Thousand Three Hundred and 00/100 (\$16,300.00) solely to offset the cost of SERVICE.
- D. MRCA shall mail claims for payment to:

County of Los Angeles Department of Public Works  
Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, California 91802-7508

In addition, MRCA shall submit claims for payment containing documentation, including, but not limited to, the following:

1. COUNTY'S Supervisorial District from which the trip originated.
  2. A copy of each invoice provided by the chartered bus company that performed the trip(s).
  3. Driver's logs for each trip that contain the times at which the trip began and ended, and the pickup and destination locations served by the trip.
- E. To maintain such compliance, performance, and fiscal records necessary to comply with the Los Angeles County Metropolitan Transportation Authority's Proposition A and Proposition C Local Return Guidelines and to maintain all records on file for a minimum of five years following the completion of SERVICE.
  - F. Compliance with Applicable Laws:
    1. MRCA shall comply with all applicable Federal, State, and local laws, rules, regulations, directives, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
    2. MRCA shall defend, indemnify, and hold COUNTY harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of MRCA or its employees, agents, or subcontractors of any such laws, rules, regulations, directives, or ordinances.

- G. MRCA agrees that COUNTY, or any duly authorized representative, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this AGREEMENT. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by MRCA and shall be made available to COUNTY during the term of this AGREEMENT and for a period of five years thereafter unless COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by MRCA at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY'S option, MRCA shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. The term of SERVICE under this AGREEMENT shall be from July 1, 2007, through June 30, 2008.
- B. This AGREEMENT, along with Appendix A and Appendix B, all attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to, or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the parties.
- C. COUNTY or MRCA may terminate this AGREEMENT or any portion of this AGREEMENT for any reason at any time during its term, upon thirty (30) calendar days written notice to the other party, unless a shorter period is mutually agreeable to both parties, without further liability of any sort.
- D. Termination for Improper Consideration:
1. COUNTY may, by written notice to MRCA, immediately terminate the right of MRCA to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by MRCA, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this AGREEMENT or securing favorable treatment with respect to the award, amendment, extension



of this AGREEMENT, or the making of any determinations with respect to MRCA'S performance pursuant to this AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue that same remedies against MRCA as it could pursue in the event of default by MRCA.

2. MRCA shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Warranty Against Contingent Fees:

1. MRCA warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by MRCA for the purpose of securing business.
2. For breach of this warranty, COUNTY shall have the right, in its sole discretion, to terminate this AGREEMENT for default, deduct from amounts owing to the MRCA, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

F. Consistent with the nature of this AGREEMENT as strictly a funding mechanism, it is the intention of the parties hereto that neither COUNTY, nor any officer or employee of COUNTY, shall be liable for any damage, cost, or expense, which relates to, arises out of, or is in anyway connected with SERVICE for which funding is herein provided as a result of this AGREEMENT. In addition, MRCA shall indemnify, defend, and hold harmless COUNTY, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with MRCA'S acts and/or omissions arising from and/or relating to this AGREEMENT, including, but not limited to, claims or damages for property damage, personal injury, death, claims, or damages under the

[illegible]

1. This AGREEMENT is by and between COUNTY and MRCA and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and MRCA. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. MRCA shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this AGREEMENT all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of MRCA.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by MOUNTAINS RECREATION AND CONSERVATION AUTHORITY on \_\_\_\_\_, 2007, and by the Director of Public Works, pursuant to authority delegated by the Board of Supervisors of the COUNTY OF LOS ANGELES, on \_\_\_\_\_, 2007.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Deputy

MOUNTAINS RECREATION AND  
CONSERVATION AUTHORITY

By \_\_\_\_\_  
Deputy Executive Officer

## **APPENDIX A**

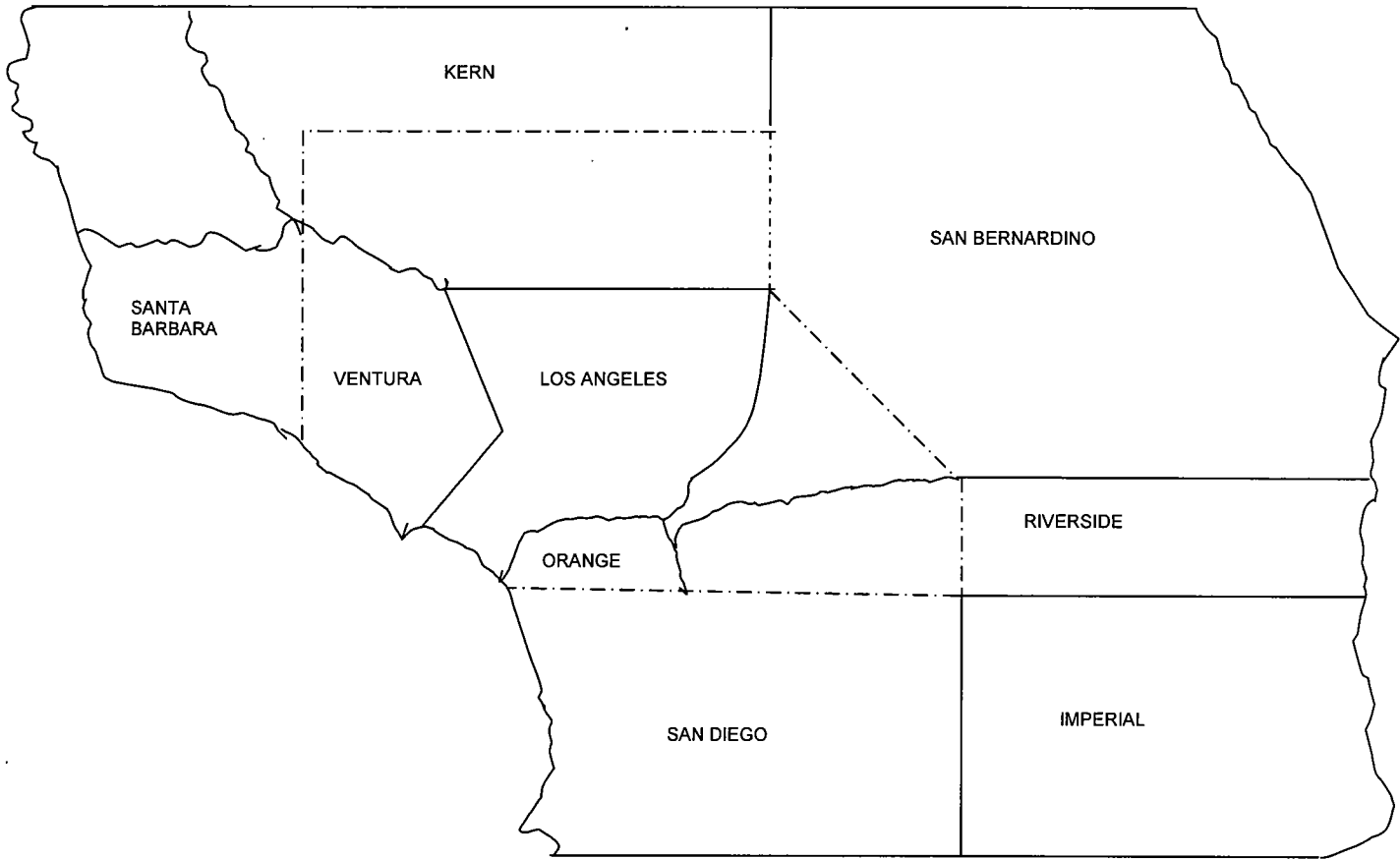
### **PROPOSITION A LOCAL RETURN GUIDELINES FOR SPECIAL EVENTS**

The following provisions, from the Los Angeles County Metropolitan Transportation Authority's Fiscal Year 2006-07 Proposition A and Proposition C Local Return Guidelines, are the requirements for recreational transit eligibility. The whole text for the Guidelines are available on line at [www.metro.net/images/lr\\_guide.pdf](http://www.metro.net/images/lr_guide.pdf).

- (1) Travel within the area of Los Angeles, Orange, and Ventura Counties and portions of Kern, Riverside, and San Bernardino Counties (see map, Appendix B) are eligible expenditures. Trip segments to areas shown on the proportionately eligible areas of the map must be funded through other sources. Trips to locations not within either the eligible or proportionately eligible area are not eligible.
- (2) Trips may be limited to certain general age groups (e.g., children under 18, senior citizens, persons with disabilities), however, trips must be made available to all individuals within that designated group.
- (3) Special events or destinations (e.g., city parks, concerts, special events) may be served, however, all members of the general public including individuals with disabilities must be allowed to use the service.
- (4) Local Return funds may not be used to pay for salaries of recreation leaders or escorts involved in recreational transit projects.
- (5) All recreational transit trips must be advertised to the public, such as through newspapers, flyers, posters, and/or websites.

## APPENDIX B

### ELIGIBLE RECREATION TRANSIT SERVICE AREA



----- Recreational transit area eligible for full Proposition A & C funding



Recreational transit area available for Proposition A & C funding on a proportional share basis